

### (Receipt in Place)

This Memorandum of Agreement (MOA) is made this \_\_\_\_\_ day of \_\_\_\_\_ (Month/Year) \_\_\_\_\_ by and between the Defense Reutilization and Marketing Service (DRMS), Defense Reutilization and Marketing Office (DRMO) \_\_\_\_\_ *name* \_\_\_\_\_ and the \_\_\_\_\_ *name of command/activity/agency* \_\_\_\_\_, hereinafter called the Generator, or their designees.

1. PURPOSE: The purpose is to provide receipt in place disposal processing of excess/surplus personal property, specifically identify item(s) or make reference to an attached listing e.g., by NSN number/noun name or identify the type of property(usable, hazardous, recyclable) or specific commodity located in or outside Bldg# and/or name of command/activity/agency where property is located.

2. AUTHORITY: Authority to execute this agreement on behalf of the DRMS and the above named command/activity/agency is vested in the respective Commanders of both activities, or their designated representatives, pursuant to authority contained in DoD Instruction 4000.19, August 9, 1995, Interservice and Intragovernmental Support.

3. REFERENCE: DoD 4160.21-M, Defense Material Disposition Manual, August 1997, Chapter 3, Receipt, Handling and Accounting, allows for property to be received in place via MOU, MOA, ISA and with appropriate turn-in documentation when locally determined to be justified for economic reasons or when the DRMO is physically unable to accept property either by regulation or other restrictions.

#### 4. DEFINITIONS:

a. Accountability. The obligation imposed by law, lawful order, or regulation, accepted by a person for keeping accurate records to ensure control of property, documents or funds, with or without possession of the property. The person who is accountable is concerned with control while the person who has possession is responsible for custody, care, and safekeeping.

b. Responsibility for Property. The obligation of an individual for the proper management, custody, care, and safeguarding of property entrusted to his or her possession or under his or her supervision.

c. Received in Place. The term used to describe the status of property when signed for by DRMS and placed on the DRMS accountable record to expedite the disposal process and avoid unnecessary handling, but held by the Generator who is responsible for the custody, care, and safekeeping of property.

d. Usable Property. Property determined to have value (normally by type of property and classification/condition) for donation, redistribution or sale.

e. Scrap Property. Material that has no value except for its basic material content.

5. SCOPE: "DRMS" may be used to mean any level of organization within DRMS (i.e., Headquarters, Zone, Defense Reutilization and Marketing Office (DRMO), or any future DRMS organizational entities that may evolve.

6. RESPONSIBILITIES: The Generator and DRMS hereby jointly agree that "receipt in place" is justified for excess personal property generated after negotiated date and described herein according to the following:

a. The DRMS will dispose of excess/surplus property in place through reutilization, transfer, donation, sale (RTDS), and contract disposal, if necessary. (*Or describe in detail what type of*

*property will be received in place in separate paragraphs below if not identified previously in paragraph 2, Purpose.)*

b. RANGE RESIDUE SCRAP (*OPTIONAL – Include if applicable*). The DRMS disposal role is limited to providing sales service for range residue, except for expended brass certified to be inert. This is defined in a separate supplemental MOA, which may be obtained from the DRMS DEMIL Business Unit.

c. DRMS and the Generator are responsible for establishing a list of points of contact for coordination of disposal actions required for all property. Both parties are responsible for updating and maintaining a current list of points of contact.

d. DRMS service contractors will comply with all applicable Federal and State environmental, transportation, and safety laws and regulations.

e. The Generator will provide covered and/or outside storage space at no additional cost for excess/surplus property received in place.

f. The Generator will be responsible for housekeeping for assigned indoor/outdoor spaces and is required to meet safety and fire standards. The Generator shall provide for utilities and facilities maintenance for storage of excess personal property, as specified, received in place until final disposition.

g. The Generator will provide physical security and prevent removal of components or parts without written approval of the DRMS or when authorized by the servicing DRMO. The DRMS will know who has keys and access to areas where excess property is stored.

h. The Generator will accommodate access to the property for inspection and loading by reutilization, transfer, donation and sales customers and disposal contractors during the hours of \_\_\_\_\_ and \_\_\_\_\_, (day/s of week) \_\_\_\_\_ through \_\_\_\_\_ (day/s of week) \_\_\_\_\_ (excluding Federal holidays and days on which the installation is closed) or by appointment until final disposition of the property or termination of this agreement. The DRMS representative will contact the designated Generator point of contact(s) and provide 48-hour notification to request access for other than agreed to timeframes.

i. The Generator agrees to allow the DRMS to hold “on-site” auctions, spot bids, local sales or cash and carry sales as needed to accomplish disposition of the excess personal property.

j. The Generator will provide personnel and equipment to the DRMS for removal of the property. The skills and times will be identified to the Generator providing 48-hour notification.

k. Accountability of property, which is not disposed of through RTDS, will not be returned to the Generator, except as specified in Chapter 4, Property Requiring Special Processing of referenced DoD 4160.21-M. Hazardous property shall be processed on hazardous waste disposal service contracts. Other property shall be downgraded to scrap, processed for abandonment and/or destruction (A/D), or disposed by a DRMS service contract. *(MLI items requiring DEMIL may not be downgraded to scrap without DEMIL being accomplished first).*

l. In the event any excess/surplus property items for which the DRMS has accountability, but has not assumed custodial responsibility, becomes lost, damaged, or destroyed, the Generator will investigate the circumstances surrounding the discrepancy.

m. The DRMS shall provide the Generator with requested item identification and DTID copies pertinent to the lost, damaged, or destroyed items. If the investigation determines the discrepancy is due to a record keeping error, the Generator shall inform the DRMS who shall prepare the property inventory adjustment document. If the discrepancy is not due to record

keeping error, the Generator must prepare a DD Form 200, Financial Liability Investigation of Property Loss (FLIPL), per the criteria in DoD 7000.14-R, Volume 12, Chapter 7. The Generator must provide the DRMO a completed copy of the DD Form 200 as supportive documentation for the DRMO to adjust the discrepancy in its accountable records. This action must be completed within 30 days after notification by the DRMO of the loss of the property.”

7. MUNITIONS LIST ITEMS/COMMERCE CONTROL LIST ITEMS\* (MLI/CCLI) (\*FORMERLY KNOWN AS STRATEGIC LIST ITEMS (SLI). The Generator and DRMS will comply with requirements specified in DoD 4160.21-M, Defense Materiel Disposition Manual, and DoD 4160.21-M-1, Defense Demilitarization Manual. The Generator will coordinate with the servicing DRMO to determine if excess MLI/CCLI will be retained in place, or transported to a designated DRMO or centralized DEMIL activity for processing.

8. RESOLUTION PROCESS: Disagreements will be resolved at the installation level and DRMO/Zone Manager level. Unresolved differences will be elevated to Headquarters DRMS and each DoD activity's major command for resolution.

9. EFFECTIVE DATE AND TERMINATION: This MOA is effective as of \_\_\_\_\_, and will remain in effect until \_\_\_\_\_ or as amended by mutual agreement or until terminated. Either party upon 60 days written notice may terminate this MOA.

10. APPROVAL: All parties identified below agree to the provisions and terms of this MOA.

APPROVED:

(signature & date)

\_\_\_\_\_

Name:

Title: DRMO Chief  
or his designee

Date: \_\_\_\_\_

(signature & date)

\_\_\_\_\_

Name:

Title: Commander (Generator)  
or his designee

Date: \_\_\_\_\_